

COMMONWEALTH OF VIRGINIA

STATE BOARD OF ELECTIONS  
200 NORTH NINTH STREET  
SUITE 101  
RICHMOND, VIRGINIA 23219

**NOTICE OF AWARD**

Contract No. 081508-132

Vendor Reference No.: 001

Date: March 4, 2009

Awarded Contractors: Datacard Group  
Decision Support  
Premier Election Solutions

Authorized Users: Virginia Cities and Counties  
Office of the General Registrar

RFI Issued: August 15, 2008

Contract Period: March 9, 2009 to February 28, 2011

In Response to: RFI ID #081508-132

To Furnish: Electronic Pollbook Total Vendor Solution

Is hereby accepted at prices and terms stated, subject to all conditions and requirements of the Solicitation, purchase specifications, warranties, and other stipulations, if any.

The Solicitation, your offer and this notice of acceptance constitute the contract.

**Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**

Contract Officer: Diane Anderson Williams

**Full Vendor Solution EPB Contract**  
**Contract No. 081508-132**

**Contacts for Orders**

Datacard:

Brian O'Connor

Ofc: (703) 625-1124

[Brian\\_O'Connor@datacard.com](mailto:Brian_O'Connor@datacard.com)

FIN: 41-0950297

Decision Support:

Winn Maddrey

Main: (704) 845-1000

Ofc: (704) 844-1820

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[wmaddrey@decisionsupport.com](mailto:wmaddrey@decisionsupport.com)

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FIN: 20-1677628

Premier:

Robert Pickett

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[Robert.Pickett@premierelections.com](mailto:Robert.Pickett@premierelections.com)

FIN: 85-0394190

COMMONWEALTH OF VIRGINIA  
STATE BOARD OF ELECTIONS  
200 NORTH NINTH STREET  
SUITE 101  
RICHMOND, VIRGINIA 23219

**NOTICE OF CONTRACT AWARD**

1. DATE ..... March 4, 2009
2. COMMODITY NAME ..... Electronic Pollbook Total Vendor Solution
3. COMMODITY CODE ..... 91829
4. CONTRACT NUMBER ..... 081508-132
5. SUPERSEDES ..... New
6. AUTHORIZED USER ..... Virginia Cities and Counties  
Office of the General Registrar
7. CONTRACTORS' FEI NUMBER ..... See Attached
8. CONTRACTORS ..... See Attached
9. CONTRACTORS' PHONE NUMBER ..... See Attached
10. TERMS ..... N/30
11. DELIVERY ..... As Required
12. F.O.B. .... Destination
13. MINIMUM ORDER ..... None
14. FOR FURTHER CONTRACT INFORMATION CONTACT: ... Diane Anderson Williams  
Phone (804) 864-8907
15. ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES  
MAY BE REQUESTED FROM THE STATE BOARD OF ELECTIONS.
16. This contract is the result of a competitive program and its use is optional in the purchase of the  
services listed herein. If any service available under this contract cannot be used by Local Cities  
and Counties, Office of the General Registrar, a request to purchase other services of a similar  
nature shall be submitted to the Voting Technology Coordinator at the State Board of Elections for  
approval.
17. **Note: This public body does not discriminate against faith-based organizations in  
accordance with the Code of Virginia, §2.2-4343.1 or against an offeror because of race,  
religion, color, sex, national origin, age, disability, or any other basis prohibited by state law  
relating to discrimination in employment.**

## **STATEMENT OF NEEDS**

The purpose of this Request for Information is to solicit information to establish a contract through negotiation for the purchase or lease-purchase of an electronic pollbook (EPB) solution, or solutions that include software, hardware, and support services. EPBs will eventually replace paper pollbooks currently produced in Virginia. Several of the state's 134 localities have tested EPBs in pilot programs and using an electronic system instead of paper will become the norm. SBE intends to establish a contract with one or more vendors through which localities may purchase EPB systems and services with the most suitable product and competitive pricing.

Under this contract, the vendor(s) will be required to provide a complete, single purpose, EPB solution including: software and hardware with warranty and maintenance agreements; complete system training to users and SBE staff; technical user support; delivery to localities.

This Request for Information is limited to those products and services provided by a company to establish a contract to deliver a complete EPB solution.

## INSTRUCTIONS

1. Orders. Unless otherwise instructed by the State Board of Elections (SBE), localities may order the product along with programming, testing, delivery services, training, manufacturer's product maintenance and extended warranty listed by placing orders through eVA or by using their standard purchasing order, fax, or phone order system. All contractual obligations under this contract in connection with an order placed by an ordering locality are the sole obligations of such ordering locality and are not the responsibility of the State Board of Elections.

Written Purchase Orders: When required by the contractor, each ordering locality will supply a written purchase order form to the contractor when ordering the electronic pollbook and associated services.

A purchase order will be submitted to the contractor by the ordering locality. The order will be governed by the provisions of this contract along with the General Terms and Conditions of the Commonwealth.

2. The applicable contract number and federal employer identification number (FEI) must be shown on each purchase order and copy and each facsimile transmission.
3. Inspection on delivery and approval of vendor's invoice is the responsibility of the ordering locality.

Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the State Board of Elections for handling with the contractor.

4. Method of Payment: Payment is due within thirty (30) days after (1) receipt of product at ordering locality and all related services (i.e., programming, training and testing) and (2) the receipt of a correct invoice for such payment. The Contractor will be paid only for services actually delivered and accepted by the ordering locality.

Invoices shall be sent to each ordering locality.

5. Shipping: The contractor shall deliver all products FOB destination, inside delivery with such destination being the "ship to" address specified in the applicable order. The contractor shall bear all risk of loss of or damage to the product until acceptance by the ordering locality. Any deficiencies shall be promptly and permanently corrected prior to final acceptance.
6. Implementation: It is the responsibility of each ordering locality to coordinate directly with the contractor in developing a project plan to include: order process, pollbook delivery, voter data training, training plans, election day resources, election preparation, election day support and the post election process.

7. Bundled Orders: Data Card and Decision Support will allow regional orders from localities in neighboring jurisdictions to consolidate their orders in an effort so that localities may realize more of a cost savings when procuring their product.
8. Renewals: The contract may be extended for two (2) one year renewal periods. The decision as to whether to exercise the renewal option will be made by the contract officer approximately 60 days in advance of the expiration date of the current term.
9. Price: As consideration for the products purchased hereunder, the ordering locality shall pay contractor the contractor's list price as posted in the Pricing Schedule, Amendment One.
10. Agency Contact: For Technical Questions: Al Giles – (804) 864-8941  
Email: [al.giles@sbe.virginia.gov](mailto:al.giles@sbe.virginia.gov)  
For Procurement/Payment: Diane Williams – (804)864-8907  
Email: [diane.williams@sbe.virginia.gov](mailto:diane.williams@sbe.virginia.gov)

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps) under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting this response, the vendors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).
1. During the performance of this contract, the contractor agrees as follows:
    - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
    - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their responses, vendors certify that their responses are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their response, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their responses, vendors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their responses, vendors certify that they are not currently debarred by the Commonwealth of Virginia from submitting information, bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFIs:**
1. Failure to submit a response on the official state form provided for that purpose may be a cause for rejection of the response. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the response; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a response.
- I. **CLARIFICATION OF TERMS:** If any prospective vendor has questions about the specifications or other solicitation documents, the prospective vendor should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
    - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
    - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.



COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT

Contract Number: 081508-132

This contract entered into this 27<sup>th</sup> day of February, 2009, by Data Card hereinafter called the "Contractor" and Commonwealth of Virginia, State Board of Elections (SBE) called the "Purchasing Agency."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From the Date of the Award

The contract documents shall consist of:

- (1) The signed form;
- (2) The following portions of the Request for Information dated August 15, 2008:
  - (a) The Statement of Needs
  - (b) The Required General Terms and Conditions
  - (c) The Special Terms and Conditions
- (3) The Contractor's Proposal dated and the following negotiated modifications to the Proposal, all of which documents are incorporated herein.
  - (a) Pricing information dated and updated on.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

By: [Signature]  
Title: VP Americas

PURCHASING AGENCY:

By: [Signature]  
Title: Secretary

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343.1 or against a offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

## Datacard

### PRICING SCHEDULE

Electronic Pollbook Hardware/Software Solution

Amendment One

Description	Units	Cost Per Unit	Extended Price (based on 1000 units)
Precinct Control Center HW Kit - Bundled (complete with laptop, case, scanner, printer, keyboard, hub and cables)	0-1,000 or more	\$2,497.00	Per unit (no minimum)
Warranty for complete Precinct Control Center Kit (includes laptop, HW, cables, etc.)	1-Year 2-Year 3-Year 4-Year 5-Year	\$ Included \$235.00 \$360.00 \$780.00 \$1,130.00	Per Unit
<b>Unbundled HW Precinct Control Center Kit</b>			
PCC - Laptop – New (Intel Celeron 575, 2.00 GHZ, 1M L2 Cache 667MHz, 1.0GB, DDR2- 800 SDRAM, 2 DIMM, 80GB Hard Drive, 15.4" Wide Screen, XP OS, CDRW/DVD, 6-Cell/54-WHr Battery, 1 Year Warranty)	0-1,000 or More	\$925.00	Per unit (no minimum)
Warranty for New Laptop	1-Year 2-Year 3-Year 4-Year 5-Year	Included \$141.25 \$227.50 \$516.25 \$730.00	N/A
PCC - Refurbished Laptop w/XP – (GFE) (1.8 GHz P4-M, 256 MB DDR SDRAM, 20GB hard drive, CD/RW drive, Standard ports, 10/100 Ethernet, phone jack, USB, s- video, vga, serial, log PC serial number information into central database, test battery life ,test PC performance, verify specifications have been met, test all external ports , load Windows XP Pro Operating System and Advocate PCC Software, load test data if required and test, log test results, box and label accepted laptops in preparation of shipment to agreed upon location(s))	0-1,000 or More	\$550.00	Per unit (no minimum)
PCC Kit - HW Components	USB Flash Drive 2GB Barcode Reader/Stand Printer	\$18.00 \$207.99 \$224.15	Per unit (no minimum)
PCC Case (Includes Foam inserts, power strip, USB	25 or More	\$380.00	Per unit (25 minimum)

hub)			
<b>Other RFP Quoted Items</b>			
Advocate Software	Precinct Automation Manager	\$155.00	Per unit (no minimum)
	Precinct Control Center	\$229.00	
Advocate Software SMA	5 year	\$281.09	Per unit (no minimum)
Project Management and Support		\$185.00 per hour	N/A
Training	Per Hr Group Session	\$185.00 per hour/instructor	N/A
	Per Hr On-site	\$185.00 per hour/instructor	
Shipping	EA	\$50.00	

COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT

Contract Number: 081508-132

This contract entered into this 27<sup>th</sup> day of February, 2009, by Decision Support hereinafter called the "Contractor" and Commonwealth of Virginia, State Board of Elections (SBE) called the "Purchasing Agency."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From the Date of the Award

The contract documents shall consist of:

- (1) The signed form;
- (2) The following portions of the Request for Information dated August 15, 2008:
  - (a) The Statement of Needs
  - (b) The Required General Terms and Conditions
  - (c) The Special Terms and Conditions
- (3) The Contractor's Proposal dated August 30, 2008 and the following negotiated modifications to the Proposal, all of which documents are incorporated herein.
  - (a) Pricing information amended on March 30, 2009.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

By: Mike Litley  
Title: President - SEM

PURCHASING AGENCY:

By: Daney Rodriguez  
Title: Secretary

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343.1 or against a offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

G.

**PRICING SCHEDULE - #1 – Non-Touchscreen**

Electronic Pollbook Solution

<b>Description</b>	<b>Units</b>	<b>Cost Per Unit</b>	<b>Extended Price (based on 1000 units)</b>
Electronic Pollbook System – <b>Non-Touchscreen</b>	0 - 1000 or more	\$1,000	\$1,000,000
Software License	Year one	\$0	
Maintenance (5 years)	Year two-five	\$50/unit/year	\$200,000
Hardware Warranty	Year one	\$0	
H/W Warranty (next business day)	1-Year	\$19	
	3-Year	\$99	
	5-Year	NA	
	Extended	NA	
Shipping	EA	\$15/unit	\$15,000
Cables (if priced separately)	USB printer cable	\$40	N/A
	Ethernet (10 ft. RJ-45, crossover)	\$10	
	Other cable, to hub	\$6	
Training (travel expenses additional)	Initial Training and Set Up	\$2,500/ 1 <sup>st</sup> County	N/A
	Bundled Training and Set Up	\$1,300/ Each Additional County	
	On-site Election-Day Support	\$65/Hr	
	On-Site Services	\$80/Hr	
Optional Equipment	Hubs (if more than 3 units/precinct)	\$40	N/A
	Barcode Reader/Stand	\$180	
	Printers	\$250	
	Other: USB jump drive (2GB)	\$12	
<b>Extended Grand Total</b>			<b>\$1,314,000</b>

**PRICING SCHEDULE - #2 - Touchscreen**

Electronic Pollbook Solution

<b>Description</b>	<b>Units</b>	<b>Cost Per Unit</b>	<b>Extended Price (based on 1000 units)</b>
Electronic Pollbook System – <b>Touchscreen</b>	0 – 1000 or more	\$1,400	\$1,400,000
Software License	Year one	\$0	\$200,000
Maintenance (5 years)	Year two - five	\$50/unit/year	
Hardware Warranty	Year one	\$0	
H/W Warranty (next business day)	1-Year	\$110	\$270,000 (based on 3-yr)
	3-Year	\$270	
	5-Year	NA	
	Extended	NA	
Shipping	EA	\$15/unit	\$15,000
Cables (if priced separately)	USB printer cable	\$40	N/A
	Ethernet (10 ft. RJ-45, crossover)	\$10	
	Other cable, to hub	\$6	
Training (travel expenses additional)	Initial Training and Set Up	\$2,500/1st County	N/A
	Bundled Training and Set Up	\$1,300/ Each Additional County	
	On-site Election – Day Support	\$65/Hr	
	On-Site Services	\$80/Hr	
Optional Equipment	Hubs (if more than 3 units/precinct)	\$40	N/A
	Barcode Reader/Stand	\$180	
	Printers	\$250	
	Other: USB jump drive (2GB)	\$12	
<b>Extended Grand Total</b>			<b>\$1,885,000</b>

G.

**PRICING SCHEDULE - #3 – Unbundled Pricing**

Electronic Pollbook Solution

<b>Description</b>	<b>Units</b>	<b>Cost Per Unit</b>	<b>Extended Price (based on 1000 units)</b>
EVID Software	0-1000+	\$400	\$400,000
Hardware – Dell Vostro laptop	0-1000+	\$600	\$600,000
Software License Maintenance (5 years)	Year one Year two-five	\$0 \$50/unit/year	\$200,000
Hardware Warranty	Year one	N/A	
H/W Warranty (next business day)	1-Year 3-Year 5-Year  Extended	\$19 \$99 NA NA	\$99,000 (based on 3-yr)
Shipping	EA	\$15/unit	\$15,000
Cables (if priced separately)	USB printer cable  Ethernet (10 ft. RJ-45, crossover)  Other cable, to hub	N/A N/A N/A	N/A
Training (travel expenses additional)	Initial Training and Set Up  Bundled Training and Set Up  On-site Election-Day Support  On-Site Services	\$2,500/ 1 <sup>st</sup> County  \$1,300/ Each Additional County  \$65/Hr \$80/Hr	N/A
Optional Equipment	Hubs (if more than 3 units/precinct)  Barcode Reader/Stand  Printers  Other: USB jump drive (2GB)	\$40  \$180 \$250 \$12	N/A
<b>Extended Grand Total</b>			\$1,314,000

COMMONWEALTH OF VIRGINIA  
STANDARD CONTRACT

Contract Number: 081508-132

This contract entered into this 27<sup>th</sup> day of February, 2009, by Premier Election Solutions hereinafter called the "Contractor" and Commonwealth of Virginia, State Board of Elections (SBE) called the "Purchasing Agency."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From the Date of the Award

The contract documents shall consist of:

- (1) The signed form;
- (2) The following portions of the Request for Information dated August 15, 2008:
  - (a) The Statement of Needs
  - (b) The Required General Terms and Conditions
  - (c) The Special Terms and Conditions
- (3) The Contractor's Proposal dated September 5, 2008, and the following negotiated modifications to the Proposal, all of which documents are incorporated herein.
  - (a) Pricing information amended February 12, 2009

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:	PURCHASING AGENCY:
By: <u>Michael J. Lee</u>	By: <u>Taney Rodriguez</u>
Title: <u>VICE PRESIDENT OF SALES</u>	Title: <u>Secretary</u>
<u>PREMIER ELECTIONS SOLUTIONS</u>	

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343.1 or against a offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.



# ELECTRONIC POLLBOOK

## Total Vendor Solution AMENDMENT NUMBER 1

State Board of Elections  
200 North Ninth Street, Suite 101  
Richmond, VA 23219

Request for Information 081508-132

September 5, 2008  
2:00 p.m.



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## **EXECUTIVE SUMMARY FOR AMENDMENT NUMBER 1**

Premier Election Solutions (Premier) Initial proposal has been changed in the following ways:

1. Tiered pricing for the ExpressPoll 5000 has been completely flattened out by giving the localities the very best price per unit regardless of volume which will help localities obtain our best performing and most secure hardware platform
2. New lower prices have been quoted for our bar code reader and printer peripherals making Premier the best valued partner for providing peripherals
3. Lower hourly rates for training have been quoted reflecting a recent major reorganizational announcement made by Premier as we elevate our Maryland project team to provide services to Virginia and the East Coast
4. Premier is making available used and certified ExpressPoll 4000 units for \$500 per unit and this equipment is fully functional with all our peripherals and services making a low cost alternative available to Virginia Localities
5. Premier has created an attractive low cost alternative to our EPIC software license fee for all localities that want to benefit from our electronic poll book offer without paying the license fee for EPIC, and this low cost alternative provides conversion services at \$0.002 per voter row
6. Premier stands behind all other pricing and leasing options stand as previously stated

## **HOW HAS THE EPIC LICENSING COST ISSUE BEEN RESOLVED?**

Premier initially proposed that Virginia Localities license a copy of software called ExpressPoll Integrated Central Server (EPIC). Premier prices EPIC at \$7,500 per locality, but the SBE challenged Premier to consider charging less for EPIC because other vendors charge no fee for their conversion software. To understand Premier's Initial Proposal please see the following sections of Amendment Number One including:

- Features of EPIC include
- Scenario One – EPIC License

*In Amendment Number One to our proposal, Premier has agreed to reduce the EPIC fees by 99% statewide! To achieve this dramatic savings Premier wants to run and maintain EPIC on behalf of the Commonwealth of Virginia and all of its localities. By doing so Premier will not have to distribute EPIC, or maintain distributed copies of EPIC, or train the localities in the finer points of data conversion.*

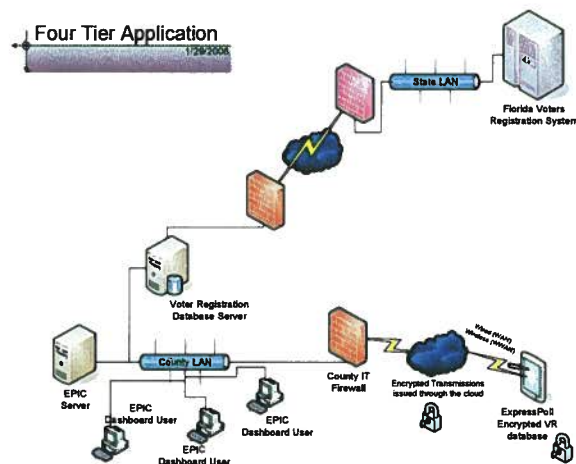
Instead, Premier Staff from Maryland will obtain a copy of the statewide VERIS and DMV data, process the conversion, perform the Audits and guarantee the validity of the data conversion. When the ExpressPoll database is ready for deployment we will return all files to the SBE for distribution through the state network. Localities can download the files and begin to copy the files onto a compact flash card for deployment to the polls. After the Election Premier Staff from Maryland will process all of the transaction logs from the localities and when complete, upload the voting history to VERIS.

Premier is confident that the Commonwealth of Virginia and the localities will benefit from this service and achieve significant savings. If a locality still wants a copy of EPIC then they can get their own copy for the prices previously stated in our response. To understand Premier's Amendment Number One, please see the following sections of Amendment Number One including

- Scenario Two – Low Cost Conversion Services

## FEATURES OF EPIC INCLUDE

- Data Conversion
  - VERIS voter registration data
  - VA DMV data integration for merge and purge of DMV Licensing information
  - Precinct information for ballot type assignment
  - Polling Place information
  - Street data for processing unregistered voters (Optional)
  - Map image files (Optional)
  - GEMS database information for smart card writer integration (Optional)
  - Absent Voter Update information for just in time updates to ExpressPoll
  - Last minute voter information for just in time updates to ExpressPoll
- Testing and Auditing
  - 20 Stage Audit Analysis Including
    - Total count of voter rows converted statewide, and by status, locality, ballot style, voting location, language, HAVA ID required, and absentee status
    - Missing data including missing names, precincts, localities, status types, ballot styles, voting locations, and addresses
    - Data anomalies including widow and orphan data between all tables
- Duplication
  - Data Encryption and Key Generation
  - Create Master CF Card
- During Voting – Real Time connectivity via wired or wireless wide area networking
  - Centralize data storage in real time
  - Aggregate logs for reporting totals in real time
  - Distribute updates to the poll books from the central server in real time
  - Report on poll open and closing times
  - Monitor power at the polls
- Post Election Processing
  - Export Voting Data to VERIS
  - Reports include



- ExpressPollProductAdvisoryNoticeExpressPoll4000UnfitForSignatures.doc
- hourlyturnout\_by age.pdf
- HourlyTurnout\_Corridor.pdf
- HourlyTurnout\_EasternShore.pdf
- HourlyTurnout\_SouthernMD.pdf
- HourlyTurnout\_WesternMD.pdf
- Report Exports
- reports.txt
- ReportSamples.pptx
- State\_Turnout\_Rank\_Precinct.pdf
- Turnout\_by\_Age.pdf
- Turnout\_by\_Age\_Gender\_Party.pdf
- Turnout\_by\_Hour\_Party\_Gender.pdf
- Consolidations and Precincts Converted.pdf
- Consolidations without Precincts.pdf
- Counties and Consolidations Converted.pdf
- Missing Precincts.pdf
- Numbered List.pdf
- Reporting Precincts with Cards.pdf
- reports.txt
- Summary Statistics - County.pdf
- Summary Statistics - Statewide.pdf
- Summary Statistics.pdf
- Voters Converted Counts by County.pdf

## **SCENARIO ONE – EPIC LICENSE**

### **LOCALITY OWNED COPY OF EPIC SOFTWARE**

#### **COST**

- *1st Year Price = \$7,500 plus Additional Years = \$2,500 per additional year*
- *134 locality costs = \$1,005,000 first year plus \$335,000 per additional year*

#### **BENEFITS**

- *Autonomy and flexibility for each Locality that runs its own copy of EPIC such that every locality can place its own priority on when to start and finish the conversion of data both pre and post election*

#### **INSTALLATION TASKS**

1. *Install mid-range desktop computer*
2. *Load SQL Server 2005*
3. *Load EPIC Software*
4. *Configure System*
5. *Give two days of technical training to each locality*

#### **ELECTION RELATED TASKS**

1. *Locality requests locality voter data from SBE*
2. *Locality requests locality driver's license data from SBE*
3. *SBE generates and places requested data in the locality's inbox*
4. *Locality downloads file(s)*
5. *Locality launches EPIC Software and selects input and output file locations*
6. *EPIC processes voter and driver data creating ExpressPoll database*
7. *Optional (O) – EPIC processes GEMS Data to integrate smart Card Writer features into ExpressPoll*
8. *Optional (O) – EPIC processes polling place map image files in PNG format*
9. *Locality tests ExpressPoll and runs audits against the data comparing results to VERIS Reports*
10. *(O) – Locality runs Accuracy and Logic Tests on ExpressPoll to test Card Writer features*
11. *Locality generates Master Compact Flash (CF) card*
12. *Locality duplicates CF cards 'n' number of times (where 'n' equals the number of ExpressPoll units to be deployed on election day) using a multiple port CF card duplicator or a single port CF card writer*
13. *Locality inserts one copy of CF card media in each ExpressPoll unit*
14. *(O) – Locality logs onto ExpressPoll unit with the designated precinct number and password*
15. *Locality delivers ExpressPoll units*
16. *Election Day*
17. *Locality harvests CF card from each ExpressPoll unit*

18. *Locality uploads Transactions database to EPIC server using multiple port CF card duplicator or a single port CF card reader*
19. *Locality launches EPIC Software and selects Transaction database file location*
20. *EPIC processes Transaction databases*
21. *EPIC exports voter history file for VERIS consumption*
22. *Locality places voter history file(s) in the locality's outbox*
23. *SBE imports voter history from each locality*



## **SCENARIO TWO – LOW COST CONVERSION SERVICES**

### **PREMIER ELECTION CONVERSION RUNS**

#### **COST**

- *\$0.002 per voter row. Examples:*
  - a. *Statewide 5,044,170 voters = \$10,588.34 per election*
  - b. *Accomack County 22,525 = \$45.05 per election*
  - c. *Fairfax County 684,462 = \$1,368.92*

#### **BENEFITS**

- *Significant cost savings (up to 99% cost reduction)*
- *Ease of use because the Localities don't need to do anything to get the VERIS data in the correct format*
- *Reduction in training costs because the localities don't need to learn EPIC*
- *Statewide Time Savings because the conversion is run once rather than 134 times*
- *Guaranteed accuracy because Premier expertise is engaged in every step of the conversion*
- *Uniformity because Premier distributes one copy of the conversion*

#### **INSTALLATION TASKS**

1. *No installation tasks are required since Premier provides all services and installs no software*
2. *Two days of training per region are eliminated because the Election Related tasks are simplified*

#### **ELECTION RELATED TASKS**

1. *Premier requests statewide voter data from SBE*
2. *Premier requests statewide driver's license data from SBE*
3. *SBE generates and places requested data on CD or DVD*
4. *Premier loads file(s)*
5. *Premier launches EPIC Software and selects input and output file locations*
6. *EPIC processes voter and driver data creating ExpressPoll database*
7. *Optional (O) – Locality provides copy of GEMS Database and Premier processes GEMS DB through EPIC*
8. *Optional (O) – Locality provides polling place map image files in PNG format and Premier processes map image data through EPIC*
9. *Premier tests ExpressPoll and runs audits against the data comparing results to VERIS Reports*
10. *Premier returns ExpressPoll database to SBE*
11. *SBE places statewide data in the locality's inbox*
12. *Locality downloads file(s)*
13. *(O) – Locality runs Accuracy and Logic Tests on ExpressPoll to test Card Writer features*
14. *Locality generates Master Compact Flash (CF) card*

15. Locality duplicates CF cards 'n' number of times (where 'n' equals the number of ExpressPoll units to be deployed on election day) using a multiple port CF card duplicator or a single port CF card writer
16. Locality inserts one copy of CF card media in each ExpressPoll unit
17. (O) – Locality logs onto ExpressPoll unit with the designated precinct number and password
18. Locality delivers ExpressPoll units
19. Election Day
20. Locality harvests CF card from each ExpressPoll unit
21. Locality uploads Transactions database to Locality's outbox using multiple port CF card duplicator or a single port CF card reader
22. SBE places Transaction databases on CD or DVD
23. Premier loads file(s)
24. Premier launches EPIC Software and selects Transaction database file location
25. EPIC processes Transaction databases
26. EPIC exports voter history file for VERIS consumption
27. Premier returns statewide voter history file(s) to SBE
28. SBE imports statewide voter history file into VERIS

## **SECTION 4 – PRICING AMENDMENTS**

### **H. PROPOSED PRICING SCHEDULE**

#### **ExpressPoll 5000**

<b>Description</b>	<b>Units</b>	<b>Cost Per Unit</b>	<b>Extended Price (based on 1000 units)</b>
Electronic Pollbook System <i>(Includes EP5000 unit, 2G Compact Flash Card, Power Cord / Power Brick, Stylus, Case, Choice of either 1 Administrator Card or 1 Supervisor Card)</i>	Up to 50	\$ 1,800.00	
	50 or more	\$ 1,800.00	
	500 or more	\$ 1,800.00	
	1000 or more	\$ 1,800.00	\$ 1,800,000.00
Warranty	1-Year	\$ 75.00	
	3-Year	\$ 275.00	
	5-Year	\$ 400.00	\$ 400,000.00
Software License Fee	Per unit per year	\$ 50.00	\$ 250,000.00
	Extended	\$	(based on 5-yr)
Shipping	EA	\$ 12.00	\$ 12,000.00
Cables (if priced separately)	USB		N/A
	Ethernet	\$ 15.00	
	Other	\$	
Training <i>Hourly price does not include actual travel costs which is billed as a separate line item. Training is sold in 8 hour increments with a one day minimum plus travel time.</i>	Per Hr Group Session	\$ 150.00	
	Per Hr On-site	\$ 150.00	N/A
Optional Equipment	Scanners		
	Hubs	\$ 85.00	
	Barcode Reader	\$ 150.00	N/A
	Printers		
	Printer without battery backup	\$ 260.00	
	Printer with battery backup	\$ 687.50	
	Other:		
	CF Media Duplicator- 8 slot	\$ 9,900.00	

EPIC Software	CF Media Duplicator- 16 slot	\$ 17,820.00	
	CF Card USB Reader	\$ 49.50	
	Year one charge (per jurisdiction)	\$ 7,500.00	
	Ongoing annual fee (per jurisdiction)	\$ 2,500.00	
Optional Conversion Services in-lieu-of EPIC Software Licensing	As an option, localities might prefer to purchase Premier conversion services instead of paying for the EPIC License fee or ongoing annual fees for EPIC. This service fee is based on a per voter basis and Premier will bill each locality separately.	\$0.002 / voter row  Examples: Statewide 5,044,170 voters = \$10,588.34 per election  Accomack County 22,525 = \$45.05 per election  Fairfax County 684,462 = \$1,368.924	
<b>Extended Grand Total</b>			<b>\$ 2,462,000.00</b>

### ExpressPoll 4000

Description	Units	Cost Per Unit	Extended Price (based on 1000 units)
Electronic Pollbook System <i>(Includes Used EP-4000 unit, 2G Compact Flash Card, Power Cord / Power Brick, Stylus, Case, Choice of either 1 Administrator Card or 1 Supervisor Card)</i>	Up to 50	\$ 750.00	
	50 or more	\$ 750.00	
	500 or more	\$ 750.00	
	1000 or more	\$ 750.00	\$ 750,000.00
Warranty	1-Year	\$ 75.00	
	3-Year	\$ 275.00	
	5-Year	\$ 400.00	\$ 400,000.00
Software License Fee	Per unit per year	\$ 50.00	\$ 250,000.00
	Extended	\$	(based on 5-yr)
Shipping	EA	\$ 15.00	\$ 15,000.00
Cables (if priced separately)	USB		N/A
	Ethernet	\$ 15.00	
	Other	\$	
Training <i>Hourly price does not include actual travel costs which is billed as a separate line item. Training is sold in 8 hour increments with a one day minimum plus travel time.</i>	Per Hr Group Session	\$ 150.00	N/A
	Per Hr On-site	\$ 150.00	
Optional Equipment	Scanners		
	Hubs	\$ 85.00	
	Barcode Reader	\$ 150.00	N/A
	Printers		
	Printer without battery backup	\$ 260.00	
	Printer with with ballery backup	\$ 687.50	
	<b>Other:</b>		
	CF Media Duplicator- 8 slot	\$ 9,900.00	
	CF Media Duplicator- 16 slot	\$ 17,820.00	
	CF Card USB Reader	\$ 49.50	
EPIC Software	Year one charge (per jurisdiction)	\$ 7,500.00	

	Ongoing annual fee (per jurisdiction)	\$ 2,500.00	
Optional Conversion Services in-lieu-of EPIC Software Licensing	As an option, localities might prefer to purchase Premier conversion services instead of paying for the EPIC License fee or ongoing annual fees for EPIC. This service fee is based on a per voter basis and Premier will bill each locality separately.	<p>\$0.002 / voter row</p> <p>Examples:</p> <p>Statewide 5,044,170 voters = \$10,588.34 per election</p> <p>Accomack County 22,525 = \$45.05 per election</p> <p>Fairfax County 684,462 = \$1,368.924</p>	
<b>Extended Grand Total</b>			<b>\$ 1,415,000.00</b>

**Certified Used ExpressPoll 4000**

<b>Description</b>	<b>Units</b>	<b>Cost Per Unit</b>	<b>Extended Price (based on 1000 units)</b>
<b>Electronic Pollbook System</b> <i>(Includes Used EP4000 unit, 2G Compact Flash Card, Power Cord / Power Brick, Stylus, Case, Choice of either 1 Administrator Card or 1 Supervisor Card)</i>	Up to 50	\$ 500.00	
	50 or more	\$ 500.00	
	500 or more	\$ 500.00	
	1000 or more	\$ 500.00	\$ 500,000.00
<b>Warranty</b>  <b>Software License Fee</b>	1-Year	\$ 75.00	
	3-Year	\$ 275.00	
	5-Year	\$ 400.00	\$ 400,000.00
	Per unit per year	\$ 50.00	\$ 250,000.00
	Extended	\$	(based on 5-yr)
<b>Shipping</b>	EA	\$ 15.00	\$ 15,000.00
<b>Cables (if priced separately)</b>	USB		N/A
	Ethernet	\$ 15.00	
	Other	\$	
<b>Training</b> <i>Hourly price does not include actual travel costs which is billed as a separate line item. Training is sold in 8 hour increments with a one day minimum plus travel time</i>	Per Hr Group Session	\$ 150.00	N/A
	Per Hr On-site	\$ 150.00	
<b>Optional Equipment</b>	Scanners		
	Hubs	\$ 85.00	
	Barcode Reader	\$ 150.00	N/A
	Printers		
	Printer without battery backup	\$ 260.00	
	Printer with with battery backup	\$ 687.50	
	<b>Other:</b>		
	CF Media Duplicator- 8 slot	\$ 9,900.00	
	CF Media Duplicator- 16 slot	\$ 17,820.00	
	CF Card USB Reader	\$ 49.50	
<b>EPIC Software</b>	Year one charge (per jurisdiction)	\$ 7,500.00	

	Ongoing annual fee (per jurisdiction)	\$ 2,500.00	
Optional Conversion Services in-lieu-of EPIC Software Licensing	As an option, localities might prefer to purchase Premier conversion services instead of paying for the EPIC License fee or ongoing annual fees for EPIC. This service fee is based on a per voter basis and Premier will bill each locality separately.	<p>\$0.002 / voter row</p> <p>Examples:</p> <p>Statewide 5,044,170 voters = \$10,588.34 per election</p> <p>Accomack County 22,525 = \$45.05 per election</p> <p>Fairfax County 684,462 = \$1,368.924</p>	
<b>Extended Grand Total</b>			<b>\$ 1,165,000.00</b>